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Type of Instrument: JUDGMENT OF FORECLOS
Recorded: 6/27/2016
Index Number: 09 40158 Sequence Number: 278
Plaintiff(s) :

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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2007-AR1

Defendant(s) :

MEHLING, BRIAN

Attorney(s) :

TAX_MAP_NO:
0900-249.00-01.00-009.008

Liber Page(s):
M00021383-217

ADDITIONAL INFORMATION EXISTS PLEASE SEE DOCUMENT
THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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21383
217

At an I.A.S. Term Part 39 of the Supreme Court of the State of New York held in and for the County of SUFFOLK at 1 Court Street, Riverhead, NY 11901 the Courthouse thereof, on the 23rd day of May, 2016.

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PRESENT: HONORABLE DENISE F. MOLIA J.S.C.
Justice

----------X

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2007-AR1,

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Plaintiff,

- against -

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BRIAN MEHLING, ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION, BRIDGE FUNDING INC., CAPITAL ONE, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NORTH FORK BANK SUCCESSOR BY MERGER TO HOME FEDERAL SAVINGS BANK, UNITED STATES OF AMERICA ACTING THROUGH THE IRS,

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Defendant(s).

----------X

INDEX NO.
40158/09

JUDGMENT OF FORECLOSURE AND SALE

ENTERED: JUN 27 2016
AT: 9 09 AM

MOTION/CHOSS/OSC
FEE PAID
Judith A. Pascale
Suffolk County Clerk

No Direction

Upon the Notice of Pendency of this action filed in the Office of the Clerk of the County of SUFFOLK on October 13, 2009, the Notice of Pendency re-filed in the Office of the Clerk of the county of SUFFOLK on April 8, 2013, the Notice of Pendency re-filed in the Office of the Clerk of the county of SUFFOLK on March 21, 2016, the Summons and Complaint served herein and filed in the Office of the Clerk of the County of SUFFOLK on October 13, 2009 with proof of due service thereof; Upon the Order of this Court dated May 15, 2015, whereby ETTORE E. SIMEONE, ESQ., was appointed Referee to ascertain and compute the amount due to the plaintiff on the note and mortgage upon which this action is brought and to ascertain and report whether the mortgaged premises can be sold in separate parcels; and upon the various affidavits of service of process, all of which were annexed to and filed with said Order; on all other papers previously filed herein; and upon all

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proceedings had herein, from all of which it appears that this action was brought to foreclose a mortgage held by plaintiff on real property located at 5 Laura Ct, East Quogue, NY 11942, SUFFOLK COUNTY, that the entire balance of the principal sum secured thereby and all other sums due thereon are now due and payable; that all defendants herein have been duly served with the Summons and Complaint and/or have duly appeared herein; that the time to answer or move with respect to the Complaint has expired as to each and all of said defendants; that an answer directed to the Complaint or otherwise has been interposed and dismissed by Order dated October 27, 2011; that the time to do so has not been extended by stipulation or otherwise; that each and all of the defendants are in default, except those that have appeared herein; however all defendants have received Notice of this application pursuant to CPLR § 3215; that none of the defendants is an infant or incompetent or absentee person and that the Notice of Pendency filed herein has been on file for twenty (20) days or more and contains all of the particulars required by law to be stated in such notice; and

On reading and filing the report of said Referee, ETTORE E. SIMEONE, ESQ., dated February 23, 2016 from which report it appears that the sum of $1,344,022.46 was due to plaintiff as of December 25, 2015, for principal and interest and otherwise under the note and mortgage set forth and described in the Complaint, and that the mortgaged premises must be sold in a single parcel; and

That according to the Affidavits of Service, copy(ies) of which are annexed hereto, none of the defendant(s) is/are subject to the protective provisions of the Soldiers' and Sailors' Civil Relief Acts of 1940, as amended, and are not subject to the protective provisions of the New York Soldiers' and Sailors' Civil Relief Act; and

On reading the affirmations of Corey Robson, Esq., dated January 29, 2014 and Erin Conway, Esq. dated March 31, 2016, annexed hereto and now on motion of Kozeny, McCubbin & Katz, LLP, attorneys for the plaintiff; it is

ORDERED, that the motion is granted, and it is further,

ORDERED, that the Complaint filed on October 13, 2009 is amended, nunc pro tunc, to read

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"national association" instead of "national banking association"; and it is further

ORDERED, ADJUDGED AND DECREED, that the lien(s) which appear(s) to be prior and adverse to the mortgage being foreclosed, namely the lien of Defendant(s) CAPITAL ONE, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NORTH FORK BANK SUCCESSOR BY MERGER TO HOME FEDERAL SAVINGS BANK and BRIDGE FUNDING INC. is/are hereby declared invalid and extinguished pursuant to RPAPL Article 15; and it is further

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ORDERED, ADJUDGED AND DECREED, that Defendant CAPITAL ONE, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NORTH FORK BANK SUCCESSOR BY MERGER TO HOME FEDERAL SAVINGS BANK and BRIDGE FUNDING INC. and all persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

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ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the lien of Defendant CAPITAL ONE, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NORTH FORK BANK SUCCESSOR BY MERGER TO HOME FEDERAL SAVINGS BANK and BRIDGE FUNDING INC. is invalid and extinguished; and it is further

ORDERED, that the filing of the Lis Pendens filed on March 21, 2016 be extended nunc pro tunc to the date of expiration of the Lis Pendens on October 13, 2012; and that the Lis Pendens filed March 21, 2016 is hereby extended until the entered date of the Judgment of Foreclosure and Sale; and it is further

ORDERED, ADJUDGED AND DECREED that the said Referee's report of ETTORE E. SIMEONE, ESQ., dated February 23, 2016, be, and the same hereby, is in all respects, ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged premises described in the Complaint in this action and hereinafter described be sold in one parcel at public auction to the highest

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bidder at _____

SOUTHAMPTON TOWN HALL
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

_____ under

the direction of ETTORE E. SIMEONE, ESQ., Counselor-at-Law, who is hereby appointed Referee for

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that purpose. That said Referee give public notice of the time and place of said sale, according to law and the rules and practices of this Court, by publication in the Southampton Press;

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That the plaintiff or any other party or parties to this action may become a purchaser at such sale, and that if plaintiff becomes such purchaser no deposit shall be required. That said Referee execute to the purchaser or purchasers on such sale a deed or deeds of the premises sold. All deed stamps, transfer taxes and recording fees, if any, shall be paid by the purchaser. That said Referee on receiving the proceeds of the sale, shall forthwith deposit the same in the name of the Referee, as Referee with Suffolk County National Bank, any branch, and the Referee shall thereafter make the following payments therefrom and the Referee's checks drawn for such purpose shall be paid by such depository, to wit:

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FIRST: The Referee shall pay a sum not to exceed $ 500.00, the amount allowed by Section §8003 of the CPLR to the Referee as the Referee's fee herein.

SECOND: The Referee shall pay advertising expenses and the expenses of said sale as shown on the bills presented and certified by the said Referee to be correct.

THIRD: The Referee shall pay the amount of any lien or liens upon the premises to be sold at the time of such sale for taxes, assessments, water rates and sewer rents, together with such interest up to the date of payment, together with any and all sums which may be necessary to redeem the property so sold from any and all sales, unpaid taxes, assessments, water rates, and any sums expanded for the protection, preservation, security or maintenance of the property, including, but not limited to, fire insurance and property inspections. The Referee shall pay or refund to the plaintiff, if paid by it, any of the aforementioned sums.

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FOURTH: The Referee shall pay to the plaintiff or his attorney the sum of $ 1462.94 which is hereby awarded to it for costs and disbursements to be taxed by the Clerk of this Court and inserted herein, with interest thereon from the date hereof, together with an additional ~~extra~~ allowance of $ 1,300.00 hereby awarded to the plaintiff in addition to costs and disbursements, with interest thereon from the date hereof, and also the sum of $1,344,022.46, the said amount so reported due as aforesaid, together with interest at the contract rate thereon from December 25, 2015, to the date of entry of this judgment and thereafter interest at the statutory rate thereon, to the date of the sale directed herein or to the date of the delivery of the Referee's Deed, whichever is later or so much thereof as the purchase money of the mortgaged premises will pay of the same, together with $ 1,300.00 hereby awarded to the plaintiff as reasonable legal fees herein, together with any advances as provided for in the note and mortgage, which plaintiff has made for taxes, insurance, principal and interest and any other charges due to prior mortgages, or to maintain the premises pending consummation of this foreclosure sale, not previously included in the computation and upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage.

FIFTH: That, if such Referee intends to apply for a further allowance for his/her fees, application shall be made to the court therefore upon due notice to those parties entitled thereto.

SIXTH: That the said Referee take receipts for the money so paid out by the Referee and file the same with the Referee's report of sale and that the Referee deposit the surplus money, if any, with the ~~Clerk/Treasurer~~ Comptroller of SUFFOLK County within five (5) days after the same shall be received and ascertainable, to the credit of this action, to be drawn only on order of this Court, signed by a Justice thereof; and it is further

ORDERED, ADJUDGED AND DECREED that the said Referee make a report of such sale and file it with the Clerk of the County of SUFFOLK within 30 days of completing the sale and executing the proper conveyance to the purchaser, and that the purchaser or purchasers at such sale be

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let into possession upon production of the Referee's deed or deeds; that, if the proceeds of such sale be insufficient to pay the amount so reported due to the plaintiff and interest, costs and allowances as aforesaid, said Referee specify the amount of such deficiency in the Referee's report of sale; and it is further

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ORDERED, ADJUDGED AND DECREED that, in case the plaintiff shall become the purchaser of the premises directed to be sold, as aforesaid, or in the event that the rights of the purchaser at said sale, and the terms of sale under this judgment shall be assigned to or acquired by the plaintiff, and a duly executed assignment thereof in writing be filed with the Referee, said Referee shall not require the plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the plaintiff a deed or deeds of the premises sold upon payment to the Referee of the amounts specified above in the paragraphs marked "FIRST", "SECOND" and "THIRD", or in lieu of the payment of the said last mentioned amounts upon filing with said Referee receipts of the proper municipal authorities showing the payment thereof. That the balance of the amount bid, if any, shall be allowed to the plaintiff, and applied by the paragraph marked "FOURTH" above. That if, after so applying the balance of the amount paid, there shall be a surplus over and above the amounts due to the plaintiff, the plaintiff shall pay to the said Referee, upon delivery to it of the Referee's deed, the amount of such surplus, and the Referee shall then deposit the balance with such depository as herein directed; and it is further

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ORDERED, ADJUDGED AND DECREED that the defendants in this action, and all persons claiming under them subsequent to the filing of the notice of the pendency of this action be, and they are forever barred and foreclosed of all right, title, claim, lien and equity of redemption in the said mortgaged premises and in each and every part and parcel thereof.

The following is a description of the premises heretofore mentioned:

(See Schedule "A" annexed hereto as Exhibit "A")

SAID premises being known as and by the street number 5 Laura Ct, East Quogue, NY 11942,

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and it is further

ORDERED, ADJUDGED AND DECREED that the premises be sold subject to:

(a) The state of facts an accurate survey will show;

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(b) All covenants, restrictions, easements, agreements and reservations, if any, of record and to any and all violations thereof;

(c) Any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any;

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(d) Any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and violations of the same;

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(e) The physical condition of any buildings or structure on the premises as of the date of the later to occur of the closing date or the extension of the closing date hereunder;

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(f) Rights of tenants in possession, if any;

(g) Prior mortgages and judgments, if any, now liens of record;

(h) Right of Redemption of the United States of America, if any;

(i) Rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any;

(j) Any and all Hazardous Materials in the Premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and

(k) Other conditions as set forth in the terms of sale more particularly to be announced at the sale; and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff is entitled on proper notice, after sale hereunder, pursuant to the provisions of Section 1371 of the Real Property Actions and Proceedings Law to a judgment against the defendant(s) BRIAN MEHLING for such deficiency, if any,

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PRIME TITLE SEARCH, LLC

Title No. PT-64137-09 (File No. 1134030724-106)

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SCHEDULE A
DESCRIPTION

District 0900, Section 249.00, Block 01.00 and Lot 009.008

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ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Oakville, Quogue, Town of Southampton, County of Suffolk, State of New York, designated as Lot 8 on a certain map entitled "Final Plat Planned Residential Development Subdivision Map of Seasons Development Corp., situate Oakville, Town of Southampton - Suffolk County, N.Y.", surveyed September 1, 1983, final plat dated November 26, 1986, made by Raynor and Marcks Surveyors, P.C., which map was filed in the Office of the Clerk of the County of Suffolk on March 28, 1988 as Map No. 8491. Said lot being more particularly bounded and described as follows:

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BEGINNING at a point on the Easterly side of Laura Court, distant 297.74 feet Southerly along the Easterly side of Laura Court from the Southerly end of the arc of a curve connecting the Southerly side of Jeffrey Lane and the Easterly side of Laura Court, which point is on the division line between Lots 7 and 8 as shown on said Map;

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RUNNING THENCE Easterly along the Southerly side of Lots 7 and 6 as shown on said Map, North 84 degrees 32 minutes 40 seconds East, 306.67 feet to the Southwesterly side of Lot 5 as shown on said Map;

THENCE Southeasterly along the Southwesterly side of Lot 5, South 47 degrees 00 minutes 09 seconds East, 96.01 feet to the Northwesterly side of Open Space (to be dedicated to the Town of Southampton) as shown on said Map;

THENCE Southwesterly along the Northwesterly side of said Open Space, South 42 degrees 59 minutes 51 seconds West, 259.90 feet to the Northeasterly side of Lot 9 as shown on said Map;

THENCE Northwesterly along the Northeasterly side of Lot 9, North 47 degrees 00 minutes 09 seconds West, 245.22 feet to the Easterly side of Laura Court;

THENCE Northerly along the Easterly side of Laura Court, on a curve to the left having a radius of 60.00 feet for a length of 65.29 feet to the point or place of BEGINNING.

Premises known as 5 Laura Court, East Quogue, New York

SCHEDULE A

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to which the Court shall deem the plaintiff to be entitled; and it is further,

ORDERED, that by accepting this appointment the referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to, section 36.2(c) ("Disqualifications from appointment"), and section 36.2(d) ("Limitations on appointments based upon compensation").

ORDERED, that the plaintiff serves the Notice of Foreclosure Sale and any adjournment upon the Supreme Court Calendar Clerk, and it is further

ORDERED, that the Referee complete and file the Foreclosure Action Surplus Monies Form with the Supreme Court Calendar Clerk and the Suffolk County Clerk within 30 days of the Foreclosure Sale, and it is further

ORDERED, that the Referee submit proof of deposit of any Surplus Monies with the County Comptroller ~~Treasurer~~, with the Supreme Court Calendar Clerk and the Suffolk County Clerk within 30 days of the date of closing title.

ENTER,

GRANTED
MAY 23 2016
JUDITH A. PASCALE
Clerk of Suffolk County

HON. DENISE F. MOLIA J.S.C.

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FILED
2016 JUN 27 A 9:09
JUDITH A. PASCALE
SUFFOLK COUNTY CLERK

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FROM THIS

PAGE ON

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2007-AR1, Plaintiff, - against - BRIAN MEHLING, ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION, BRIDGE FUNDING INC., CAPITAL ONE, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NORTH FORK BANK, SUCCESSOR BY MERGER TO HOME FEDERAL SAVINGS BANK, UNITED STATES OF AMERICA ACTING THROUGH THE IRS, Defendant(s).	INDEX NO. 40158/09 **COSTS OF PLAINTIFF**

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COST TAXED AT $ 1462.94
TIME _____ DAY OF _____
JUN 27 2016
JUDITH A. PASCALE
CLERK OF SUFFOLK COUNTY

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COSTS		DISBURSEMENTS	
Costs before note of issue CPLR §8201 subd 1	$200.00	Fee for Index Number CPLR §8018(a)	$210.00
Allowance by statute CPLR §8302(a)(b) Percentage on $200.00 at 10% (not exceeding $200.00)	$20.00	Clerk's fee, filing notice of pend. or attach. CPLR §8018(e) §8021(A)12	$300.00
additional $800.00 at 5% (not exceeding $800.00)	$40.00	Paid for Searches CPLR §8301(a)10	$162.94
additional $2,000.00 at 2% (not exceeding $2,000.00)	$40.00	Serving copy of Summons & Complaint CPLR §8011(c)1 §8301(d)	$0.00
additional $5,000.00 at 1% (not exceeding $5,000.00)	$50.00	Fees for Publication CPLR §8301(a)3	$0.00
Allowance by statute CPLR §8302(d)	$50.00	Request for Judicial Intervention	$95.00
		Paid Referee's Report CPLR §8301(a)12	$250.00
		Motion Costs CPLR §8202	$45.00
COSTS	$400.00	DISBURSEMENTS	$1,062.94
DISBURSEMENTS	$1,062.94		
TOTAL	$1,462.94		

Costs Taxed at _____
this _____ day of _____, 2016

_____
Clerk